

Rental conditions

(as of 13.11.2023)

Orders are placed on the basis of the following rental conditions. With a booking you accept our rental conditions.

Note: Due to the increasing number of damages, film prints can only be rented to customers who can prove that they meet the necessary requirements (copy insurance, regularly maintained projectors, trained staff, etc.). Please complete and sign the information sheet on the use of copies and return it to us.

Borrowed digital media must be deleted from all computers, storage media and servers immediately after the last day of agreed use. The transfer of data to third parties without the prior consent of Arsenal - Institut für Film und Videokunst e.V. is prohibited.

1. Order

a) After receipt of the order, the film rental contract is concluded when Arsenal - Institute for Film and Video Art has confirmed this in writing by means of an invoice / acknowledgment of rental. For this the following information is needed:

- Full title of the film / video / installation and name of the filmmaker / artist
- Date and number of screenings
- Venue (cinema, gallery, etc.)
- Shipping address and contact person (telephone and e-mail)
- Address of the invoice recipient and contact person (telephone and email)
- VAT number for venues in EU countries

b) With the invoice / acknowledgment of rental, the customer is granted the non-exclusive, time-limited and non-transferable right to screen the film under the agreed conditions. In the case of archive copies, this does not apply to the screening rights (see 1.c)!

c) The film stock of Arsenal - Institute for Film and Video Art consists of distribution copies and copies with archive status. For films with an archive status the customer has to obtain the screening rights and send a proof to Arsenal.

2. Film rental

The rental fee generally depends on the length of the work, the frequency of screenings and the duration of the exhibition. Irrespective of the number of loans and the invoice amount, we charge a processing fee of €10 plus VAT per invoice.

3. Screening(s)

a) The number of screenings and the dates are based on the agreements made in the acknowledgment of rental.

b) A film can only be canceled before the end of the agreed playing time by mutual agreement.

c) If the customer deviates from his/her performance obligation, he/she shall be obliged to compensate Arsenal - Institute for Film and Video Art for any resulting damages, notwithstanding other and further-reaching rights of Arsenal - Institute for Film and Video Art.

d) The acceptance of the ordered films for the specified screening time is obligatory. Cancellations must be made at least 14 days before the first screening date, otherwise the full rental fee will be charged.

4. Payment

a) In general payments must be made via bank transfer.

b) The invoiced film rental and other fees owed by the customer to Arsenal - Institute for Film and Video Art are to be paid plus the statutory value added tax.

c) The due date is stated on the invoices. If advance payment has been agreed, Arsenal - Institute for Film and Video Art is entitled to make delivery dependent on prior payment.

d) Advance payment: Arsenal - Institute for Film and Video Art is entitled, without prejudice to the assertion of other and further rights, to make the delivery of films, including those for which a film rental contract has already been concluded, dependent on an advance payment. This also applies in the event that Arsenal - Institute for Film and Video Art becomes aware of facts after the conclusion of a film rental contract that call into question the customer's ability to pay (e.g. foreclosure measures, seizures or other deterioration of the customer's assets). In such cases, Arsenal - Institute for Film and Video Art may charge an additional processing fee of an appropriate amount.

If the film rental contract stipulates the obligation to make an advance payment of the film rental or to provide other security, or if such security is to be provided in accordance with the provisions above, it must be received by Arsenal - Institute for Film and Video Art on the agreed date, but no later than two days before the agreed shipping date of the film in question. In the event that the advance payment or security deposit is not made on time, Arsenal - Institute for Film and Video Art is entitled to refuse delivery of the film(s) in question, without prejudice to other and further-reaching rights.

5. Other fees and charges

Any levies or other fees and remunerations arising from the screening of the film(s), such as those of collecting societies (e.g. GEMA etc.) as well as taxes, shall be borne by the customer. Arsenal - Institute for Film and Video Art is not entitled to reimbursement of these fees.

6. Analog film prints - lending and handling

a) The customer must have sufficient print insurance, regularly maintained projectors in perfect working condition as well as staff trained in the handling of valuable prints. For this purpose, we ask that the information sheet on the use of copies be completed, signed and returned to us before the screening.

b) Prints must be checked immediately upon receipt and any damage must be reported in writing to Arsenal - Institute for Film and Video Art without delay.

c) The customer must treat the films with greatest care at all times and show them on technically flawless projection equipment and in a technically flawless manner. Any damage must be reported to Arsenal - Institute for Film and Video Art immediately.

d) Instructions on handling copies can be found in the information sheet on the use of prints. These instructions are part of the rental conditions and are binding in all cases. Please make sure that your projection staff follows these instructions.

e) Films must be stored and shipped in such a way that they cannot be damaged or accessed by unauthorized third parties.

f) The prints will be shipped by Arsenal - Institute for Film and Video Art in checked condition. The customer is liable for any damage caused or not reported, as well as for the loss of delivered copies. If later deadlines cannot be met as a result of damage, the party responsible for the damage shall be liable for all possible recourse claims by third parties. The damage invoices may include all costs associated with the procurement of new material (transportation costs, customs, etc.). Minor damage shall be calculated on the basis of lump sums.

7. Digital media - borrowing and handling

Rented digital media must be deleted from all computers, storage media and servers immediately after the last day of agreed use. The transfer of any data to third parties is prohibited without the prior consent of Arsenal - Institute for Film and Video Art. If subtitles have been produced, Arsenal can create a subtitled viewing file of the film in question in exchange for the subtitles including usage rights, which the customer may archive. The actual screening copy must be deleted.

The customer is responsible for compliance with the above points. The customer is fully liable in the event of non-compliance. Arsenal - Institute for Film and Video Art reserves the right to take legal action in this case.

8. Rights of use

a) Film and trailer may not be altered or edited in any way.

b) The films / videos / installations lent by us may not be permanently saved, reproduced, filmed or duplicated in any other way. Arsenal - Institute for Film and Video Art reserves the right to take legal action in this case.

9. Transportation

a) In some cases it is possible to send digital copies via our FTP server. For this service we charge € 10 plus VAT per film for customers in Germany and € 30 plus VAT per film for customers abroad.

b) For other shipments, the customer shall bear the freight costs for the outward and return transportation, as well as any cash on delivery or customs fees.

c) All shipments must be insured according to the value of the material shipped. Uninsured shipments are not permitted.

d) In principle, the mode of transportation specified on the invoice / acknowledgment of rental must be adhered to, unless otherwise instructed. Any costs or recourse claims arising from non-compliance with the shipping instructions shall be borne by the customer. In the event of late return/forwarding, Arsenal - Institute for Film and Video Art will charge the full damage, but at least € 80 plus VAT.

e) The customer is obliged to check all film materials of Arsenal - Institute for Film and Video Art for their intactness upon receipt, in particular with regard to technical aspects and playability. Defects must be reported in writing immediately.

f) The customer is obliged to return or forward all materials in their original packaging to Arsenal - Institute for Film and Video Art or to a third party designated by Arsenal - Institute for Film and Video Art immediately after the last agreed screening, whereby the mode of transportation specified in the confirmation of date must be followed.

g) All return shipments from countries that are non-EU members must be accompanied by the following customs declaration: "NUR FÜR KULTURELLE ZWECKE; KÜNSTLERISCHE FILME; SENDUNG HAT NO HANDELSWERT / FOR TEMPORARY, CULTURAL PURPOSES ONLY. NO COMMERCIAL VALUE."

10. Delay in delivery, liability

a) If a film does not arrive at the customer's premises on time or in an unplayable condition, the customer must inform Arsenal - Institute for Film and Video Art immediately, at the latest 24 hours before the screening.

b) If the customer has culpably failed to notify Arsenal - Institute for Film and Video Art of the delay or non-playability and a screening is no longer possible, the customer must compensate Arsenal - Institute for Film and Video Art for the damages suffered as a result of the canceled screenings.

c) In cases of force majeure that temporarily prevent Arsenal - Institute for Film and Video Art from delivering the film, within the agreed period through no fault of its own, including fire damage, confiscation, labor disputes (strike, lockout), etc., this delivery period shall be extended by the duration of the disruption of performance caused by these circumstances.

d) The liability of Arsenal - Institute for Film and Video Art and the customer in the cases described in section 9.c is excluded.

11. Insurance

a) The customer is liable for all damages and for the loss of delivered copies and other formats. This also applies to the shipping route, see clause 9.c.

b) All media (film prints, hard drives, BlueRay, HDCAM, DVD, Mini-DV, Beta SP, DVcam etc.) as well as structures and technical equipment for installations must be insured by the organizer for the screenings. Damage during the screening (this applies in particular to film prints) must be reported to us immediately.

12. Termination

Arsenal - Institute for Film and Video Art is entitled to terminate the film rental contract as a whole, or only with regard to one or more films to be named in detail, for good cause with immediate effect. Good cause shall be deemed to exist, in particular, if the customer fails to make an advance payment or provide security in due time in accordance with section 4.

13. Confidentiality

The customer is obliged to treat the content of the film rental contract concluded between him/her and Arsenal - Institute for Film and Video Art as confidential.

14. Change of ownership / change of domicile and address

The customer is obliged to inform Arsenal - Institute for Film and Video Art immediately of any change of legal form and any change in his/her representation. This also applies in the event of a change in the registered office or address of the customer's company.

15. Miscellaneous

a) In the event of contradictions between the provisions of these Terms and Conditions of Hire and the provisions of the appointment confirmations, the provisions of the appointment confirmations shall take precedence.

b) The place of jurisdiction for all disputes is Berlin. However, Arsenal - Institute for Film and Video Art is also entitled to sue the customer at his/her general place of jurisdiction.

c) Should individual provisions of the date confirmation or the rental conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the date confirmation or the remaining provisions of these rental conditions. The wholly or partially invalid or unenforceable provision shall be replaced by a provision that comes as close as legally possible to the economic intent of the wholly or partially invalid or unenforceable provision. This also applies in the event that the appointment confirmation or these rental conditions contain a loophole.